

**For Microsoft Internal purposes:**  
Microsoft will provide:  
Master School Agreement Number

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#### Definitions:

**Your agreement** means this School Agreement which is comprised of all of the contents incorporated by reference, as listed on this page.

**You** means the primary or secondary education institution identified on the subscription order form.

**We** or **us** means the Microsoft company and/or its affiliates that licenses the software under your agreement.

Your **users** means you and your teachers, staff, administrators, and students whom you designate on the subscription order form to run the software.

The **software** means the most current or any prior version of the Microsoft software products you selected on your subscription order form. Software may be in any available language and either a Macintosh or Windows version. In order to have your users run an upgrade version of a Microsoft Windows operating system, you must ensure that there is a valid license for a Microsoft Windows operating system on each PC running the software.

**Eligible PCs** means all of the Pentium, PowerMac, iMac, or equivalent or better, PCs in your institution, plus any additional PCs on which you choose to run any of the software.

The **subscription order form(s)** means the order form that you complete and submit to your reseller from time to time in order to run software during the licensed period.

To **run** software means to install and use one copy of the software on a PC as permitted in your agreement.

A **licensed period** means the period of time beginning on the date of our confirmation letter to you confirming your software order and continuing for the period of time specified in your subscription order form (typically twelve full calendar months).

## School Agreement -- Overview Page

The School Agreement program gives you the rights, during the licensed period, to have your users run the software on eligible PCs used exclusively by your users.

**How to enroll.** To enroll in the School Agreement program, sign this overview page where indicated below, complete and submit two original copies of the subscription order form to your reseller. Upon approval, we will process your order through your reseller and provide you with a confirmation letter. Should you wish to place additional orders, it is necessary to submit additional subscription order forms every time. Upon approval, we will process your order through your reseller, as indicated above, and provide you with another confirmation letter.

**School Agreement contents.** This agreement consists of:

1. This overview page.
2. General terms and conditions attached to this overview page.
3. Any subscription order form(s) submitted by you to your reseller (copy attached).
4. License rights that are in effect during the licensed period. The license rights are located at [www.microsoft.com/education/license/terms.asp](http://www.microsoft.com/education/license/terms.asp), or we will provide you with a copy upon request.

By signing below, i) you represent that the information on the subscription order form(s) that you submit will be accurate and correct, and ii) you acknowledge and agree that you have read and understood the terms and conditions of your agreement, all of which are incorporated by this reference, and iii) you agree to be bound by the same.

<b>Your Institution's Name</b>	
By:	
(Signature)	
Name:	
(Printed)	
Title:	
(Printed)	
Date:	
Street Address:	
City and State/Province:	Country and Postal Code:
	Email Address:
Phone Number:	Fax Number:

## School Agreement -- General Terms and Conditions

Your agreement is comprised of the overview page, general terms and conditions, the subscription order form(s), and license rights. The terms of these parts are incorporated by this reference. Except as otherwise defined, terms used in the general terms and conditions have the meanings assigned in the overview page or elsewhere in your agreement.

**1. Facilitating Compliance.** You must keep all usual and proper records relating to the running of the software by your users. We reserve the right to audit you during the licensed period and for a period of one year thereafter, provided that such audit(s) will be conducted during normal business hours and in such a manner as not to interfere unreasonably with your operations. Additionally, you must use reasonable efforts to make your users aware of the terms and conditions upon which they are allowed to run the software. Accordingly, you must:

**a.** Notify all users in advance of running the software that: (i) their use of the software is subject to the terms of your agreement, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies; (ii) they are allowed to run the software only during the licensed period; and (iii) if your agreement is terminated, you do not submit a subscription order form prior to the expiration of the licensed period, or if you purchase perpetual licenses for the software, then all software run under your agreement must be deleted when the licensed period expires or is otherwise earlier terminated, whichever is first; and,

**b.** Periodically publish in your institution-wide publication and applicable web sites either the then current license rights or a reference to the location (either physical or on a computer network) where they can be reviewed; and,

**c.** Notify us immediately if you are aware of any actual or potential violation of your agreement; and,

**d.** Provide all reasonable assistance and cooperation as requested by us to investigate and remedy any unauthorized use of the software by your users. If you comply with this section, you will not be responsible for your student users' failure to comply with the terms of your agreement.

**2. Disabling Mechanisms and No Support Services.** We reserve the right to include in the software any proactive technical disabling mechanisms that would enable us, with a timed device, to disable the software (e.g. the software is no longer operable once your agreement has expired or is terminated). As a result, please be advised that you and your users would likely suffer data loss or other system errors or malfunctions if they continue to run the software after the termination or expiration of your agreement. Additionally, neither you nor your users will be entitled to free telephone support for the software.

**3. Limited Warranty and Disclaimers.** You are provided with a software warranty, the terms of which are in your license rights. **EXCEPT FOR THE LIMITED WARRANTY PROVIDED IN THE PRECEDING SENTENCE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ON OUR OWN BEHALF AND ON BEHALF OF OUR SUPPLIERS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS OR DELIVERABLES (IF ANY). THERE MAY BE SITUATIONS IN WHICH YOU OR YOUR USERS HAVE A RIGHT TO CLAIM DAMAGES FROM US. WHATEVER THE BASIS FOR SUCH CLAIM(S) (SUCH AS BREACH OF CONTRACT OR TORT), OUR LIABILITY WILL BE LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT YOU HAVE PAID UNDER THE SPECIFIC SUBSCRIPTION ORDER FORM FROM WHICH YOU ORDERED THE SOFTWARE GIVING RISE TO SUCH CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL WE OR ANY OF OUR SUPPLIERS BE LIABLE FOR ANY INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, CONSEQUENTIAL DAMAGES, DAMAGES FOR LOSS OF PROFITS OR REVENUES, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, OR OTHER LOSS) ARISING IN CONNECTION WITH YOUR AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND AND ACKNOWLEDGE THAT THE**

**TERMS OF THIS SECTION ARE A MATERIAL CONDITION TO US LICENSING THE SOFTWARE TO YOU FOR YOUR USERS.**

**4. Term and Termination.**

**a. Term.** The overview page and these general terms and conditions become effective on the date of our letter to you confirming your first order for software you designate in your subscription order form and will remain in effect until terminated by either us or you, as allowed. The overview page and these general terms and conditions apply to all subscription order forms submitted by you. The term of any subscription order form(s) and the license rights will be for the licensed period as specified in such subscription order form(s).

**b. Termination.** Either of us may terminate this agreement or any subscription order form(s) if the other party is in material breach or default of any obligation, which breach or default is not cured within thirty (30) days notice of such breach. We may terminate your agreement and any subscription order form(s) with immediate effect if you lose your educational accreditation by the applicable governmental regulatory agency.

**c. Survival.** The terms of these general terms and conditions survive termination or expiration of your agreement.

**5. Applicable Law, Venue, and Jurisdiction.** If you are organized in the United States, your agreement will be governed by the laws of the state where you are organized. You represent and warrant that the terms and conditions of your agreement as written and executed, including but not limited to limitations on liability, disclaimer of warranties and exclusion of remedies, are enforceable as written under the laws of the state where you are organized. Both parties agree that the federal courts of your state have exclusive jurisdiction over disputes under your agreement and the resolution. Any legal actions relating to your agreement must be brought in a court of competent jurisdiction within federal courts located in the jurisdiction of the state where you are organized, and the parties agree that jurisdiction and venue in such courts is appropriate.

**6. General.** Your agreement constitutes your entire agreement concerning the subject matter, and merges all prior and contemporaneous communications with respect to such subject matter. The provisions of your agreement control over any provisions in any purchase order or any other terms and conditions. To the extent there is any inconsistency between the provisions contained in these general terms and conditions and the terms and conditions contained in any other part of your agreement, the terms and conditions of these general terms and conditions control. Any amendment in connection with your agreement not signed by you and confirmed by us in writing is not binding. If you wish to assign or transfer your agreement or your rights or obligations, you must obtain our prior written approval. We may transfer your agreement or our rights and obligations to one of our affiliated companies. Except as expressly provided in the following sentence, if any provision of your agreement is held to be invalid or unenforceable, the remaining provisions or portions will remain in full force and effect, and if the invalidity or unenforceability is due to the unreasonableness of any provision or portion, the court will reform such provision or portion to be effective to the maximum extent permitted by law. Notwithstanding the preceding sentence, in the event provisions of your agreement regarding warranty disclaimers, damages disclaimers, limitations of liability, compliance verification, or obligations on termination or expiration are found to be invalid or unenforceable, your agreement will be voidable by us at our option.